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By downloading or otherwise accessing content or services via the Orange World Portal You agree to be bound by these Terms and Conditions.

1. Where a third party content provider is identified as providing the Content, You may be contracting directly with that content provider and You will be subject to additional terms and conditions as notified to You by the content provider. For the avoidance of doubt You will remain bound by these Terms and Conditions to the extent they are applicable.
2. By downloading or accessing the Content You warrant to Orange that You are sixteen (16) years of age (or where the nature of a particular service so requires, over eighteen (18) years of age) and have the legal capacity to enter into these Terms and Conditions.
3. You must be either an Orange contract customer or an Orange pre-pay customer with sufficient credit to download or access Content. Where Content is delivered to Your handset, rather than being stored on a dedicated Orange server, You must have sufficient credit plus 30p (or £1.00 for video clips) per download to cover maximum transport costs.
4. The cost of any Content downloaded or accessed will be included in Your bill for contract customers or deducted from Your credit for pre-pay customers. Details of these costs can be found in the Orange Price Guide.
5. The Content may be downloaded or accessed in some foreign countries, however this is dependent on this service being supported by the foreign network. You should check with the local carrier with regards to additional charges for such downloads or access.
6. The ability to download or access Content may be restricted or impaired when on a roaming network abroad.
7. Content is non-exchangeable and non-refundable.
8. In some instances the call waiting feature on Your handset may be affected by downloading or accessing Content.
9. For reasons relating to maintenance and protection of intellectual property rights, You must not modify or forward any Content unless expressly

permitted to do so by Orange and You will be directly liable for any claims brought against You, including claims by Orange or any third parties should You do so. In no circumstances may You use the Content for commercial purposes or forward Content to anyone who You have reason to believe may use it commercially. You may not copy, distribute, modify, reformat, display, license, transmit, sell, perform, publish, transfer, reverse engineer or decompile (except to the extent expressly permitted by applicable law or as set out in this Agreement) or attempt to do so, or otherwise make available, the Content.

10. Please note that any Content saved onto Your handset will be lost if Your handset is upgraded or replaced. If Your airtime services contract with Orange is terminated or you otherwise leave Orange, You will lose any Content You have purchased which is stored on a dedicated Orange server.

11. Where the Content is downloaded to Your handset, You are entitled to download it once and store one copy of the Content in Your phone's memory. You may make one copy of the Content for back-up purposes only. All copies of the Content remain the property of Orange or its licensors.

12. There are limits on the volume of Content that can be accessed any time. For further information please refer to the manufacturer of Your handset and any specific restrictions relating to the particular Content You are accessing or downloading. If You wish to access additional Content once You have reached this limit, You will need to delete some of Your existing Content.

13. Differences in handset features mean that not all handsets are compatible with all Content. You are advised to check Your particular handset's compatibility before downloading or accessing Content.

14. Your usage of the Content may be limited to a certain period of time. If this is the case, You will be advised in advance of downloading the Content. There may also be occasions where Content which is stored for You on a dedicated Orange Server has to be removed for legal or rights reasons. If this is the case, Orange may offer You replacement Content to the value of the Content which is removed.

15. Under no circumstances will Orange or any of the other parties involved in the provision of Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Orange agrees to rectify any such problems in the Content which are notified to Orange as soon as reasonably practicable. If You do notice a fault or error in the Content, please notify the fault to Orange.

16. The downloading and accessibility of Content is subject to availability and may be affected by the volume of users from time to time or by Network congestion. Orange's Standard Network Terms and Conditions (which can be viewed at www.orange.co.uk/terms.html) continue to apply in addition to these Terms and Conditions.

17. Orange accepts no liability for the temporary non-availability of its Network, loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to You on an "as is" basis and Orange does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.

18. Orange will not be liable to You in any way for failures, defects or delays in the delivery of the Content which are caused by one or more of the following reasons:-

- a.** You have provided incorrect information when ordering the Content;
- b.** Your handset is not able to receive the Content;
- c.** Your message mail box is full and has no additional memory to receive the Content;
- d.** Your handset is out of range or for some reason cannot be contacted; or
- e.** You accidentally erase the Content.

19. Unlawful, indecent, or otherwise inappropriate use of the Content is prohibited.

20. You agree only to access, download and use the Content in accordance with Orange's security measures relating to its Network, billing, and any Content source code, and will not attempt to circumvent such security measures.

21. You agree not to use the Network or the Content in any way which may interrupt, damage, reduce the efficiency or impair in any way the whole or any part of the Network or the delivery of Content.

22. All trademarks and trade names are the properties of their respective owners and all rights are reserved by the respective owners.

23. Breach of these terms by You will entitle Orange to terminate Your use of the Network and/or use of the Content.

24. Rapid advancement in technology relating to mobile communications means Orange reserves the right to vary or withdraw Content at any time without notice and to amend these Terms and Conditions from time to time. Any alteration or addition to these Terms shall take effect immediately once posted on www.orange.co.uk. Any continued use or access to Content after such publication means that You will be deemed to have accepted such changes. Orange reserves the right to change the cost of the Content from time to time. Any alteration or addition to the cost shall take effect immediately once posted on www.orange.co.uk and/or on our WAP site. Any continued

downloads of Content and access to Content after such publication means that You will be deemed to have accepted such changes.

25. You agree that Personal Data (as defined in the Data Protection Act 1998) supplied by You when ordering Content may be used by Orange to monitor the use of the service from time to time and to evaluate areas of improvement. All Personal Data collected from You will be used by Orange for the purposes of providing the Content and may be added to a database owned by Orange for use by Orange in marketing its services.

26. This Agreement shall in all respects be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

27. If any of these Terms and Conditions are determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms and Conditions.

28. With reference to the Orange calling tunes service (the 'Calling Tunes Service'): If you change your mobile phone number at any time you will lose all Calling Tunes you previously purchased or received as a free promotion as part of the Calling Tunes Service. The Calling Tunes Service is subject to a £1.00 Monthly Playing Fee. By purchasing a Calling Tune, You agree to pay the Monthly Playing Fee until such time as You unsubscribe from the Calling Tunes Service as set out below.

Calling Tunes purchased will be valid indefinitely, or as otherwise notified at the time of purchase, unless Orange decides in its sole discretion to remove it from the Calling Tunes Service for legal or rights reasons. In the event of such removal, Orange may offer You replacement Calling Tunes to the value of the Calling Tune which is removed.

You can unsubscribe from the Calling Tunes Service at any time. The £1 Monthly Playing fee will no longer be charged as from the end of the month in which You unsubscribe. To unsubscribe, call Customer Services on 477 on Your Orange phone or go to Orange World. From the Home page, select Music & Tones, then scroll down to Calling Tunes. From the Calling Tunes Home Page select 'manage your calling tunes' and under Options click on 'Stop service'.

If You are a pre-pay customer and do not have sufficient credit at the time Your Monthly Playing Fee is due, You will continue to receive the Calling Tunes Service for a period of 1 month until You top up. If You top up during that time the Monthly Playing Fee will be deducted from Your credit. If You do not top up during that period of 1 month, all Calling Tunes purchased or received as a free promotion will be lost.

If You decide to unsubscribe from the Calling Tunes Service You will lose all

the Calling Tunes You have previously purchased or received as a free promotion.